

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

12/21/2009

LEASE NO.

GS-04B-50031

THIS LEASE, made and entered into this date by and between WSSA, LLC

Whose address is WSSA LLC
140 EAST SECOND STREET #225
FLINT, MI 48502

and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 20,970 rentable square feet (RSF) of office and related space, which yields 19,491 ANSI/BOMA Office Area square feet (USF) of space in a building to be constructed at Commonwealth Business Park, Tallahassee, FL to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 31 covered parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2010, and continuing through June 30, 2025, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$ (\$38.00/RSF - \$40.88/USF) at the rate of \$66,405 per month in arrears.

Years	Shell	TI	Operating Costs	Total
1-10	\$588,240.00	\$66,444.00	\$142,176.00	\$796,860.00
11-15	\$654,684.00	\$0	\$142,176.00	\$796,860.00

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

WSSA LLC
140 EAST SECOND STREET #225
FLINT, MI 48502

4. The Government may terminate this lease in whole or in part at any time on or after 10 years by giving at least 120 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

JOHN SABTY - WSSA, LLC

BY

(Signature)

IN PRESENCE OF

(Signature)

(Title)

(Address)

UNITED STATES OF AMERICA

BY

(Signature)

Contracting Officer, General Services Administration

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

No renewal options.

provided notice be given in writing to the Lessor at least XX days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9FL2278 dated March 13, 2009, as amended via Amendment 1 (4/3/2009), Amendment 2 (4/30/2009), Amendment 3 (7/7/2009), and Amendment 4 (8/21/2009).
 - B. Build out in accordance with standards set forth in SFO 9FL2278 dated March 13, 2009 as amended via Amendment 1 (4/3/2009), Amendment 2 (4/30/2009), Amendment 3 (7/7/2009), and Amendment 4 (8/21/2009) and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
 - C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
7. The following are attached and made a part hereof:
- A. Solicitation for Offers 7FL2278 dated March 13, 2009 and Amendment 1 (4/3/2009), Amendment 2 (4/30/2009), Amendment 3 (7/7/2009), and Amendment 4 (8/21/2009).
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
8. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$664,448.19 (19,491 USF x \$34.09) shall be amortized through the rent for 10 years at the rate of 0%. The total annual cost of Tenant Improvements for the amortization period shall be \$66,444.19 (\$3.41 PABOASF / \$2.96 RSF).
9. In accordance with GSA Form 1364A, the shell rate is \$30.18 per ABOASF (\$28.26 per RSF) for years 1-10. For years 11-15, the shell rate is \$33.59 per ABOASF (\$31.22 per RSF).
10. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100%.
11. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$6.78/RSF (\$142,176/annum).
12. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 7.6% (20,970 RSF/19,491 USF).
13. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.20/USF for vacant space (rental reduction).
14. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$15.00 per hour for the entire building or any portion thereof. Normal hours of operation are 6:00am to 6:00pm.
15. Security costs in the total amount of \$209,818.21 shall be amortized through the rent for 120 months at the rate of 0%.
16. The Proposed Tax Base Year amount is \$60,520.50.

INITIALS:


Lessor

& 
Gov't

17. In accordance with The Commission Agreement (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 1.13, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments (\$588,238.38 / 12 months = \$49,019.87 per month) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue throughout the fourth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1: Offeror has abated first month's Shell Rent (no commission credit applied)

Month 2: \$49,019.87 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

Month 3: \$49,019.87 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

Month 4: \$49,019.87 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent

Month 5: \$49,019.87 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent

The Lessor hereby waives restoration.

INITIALS:


Lessor

& 
Gov't